AMENDMENT OF SOLICITATI	ON/MODIFICATI	ON OF CONTRACT	1. Contract		Page 1 Of 9			
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Rec		5. Project No. (I	f applicable)			
32	2004JUL02	SEE SCHEDULE						
6. Issued By	Code W56HZV	7. Administered By (If other	than Item 6)		Code S2305A			
TACOM WARREN SFAE-GCS-W-BCTP VIVIAN L. NORDAUNE (586)753-2068 WARREN, MICHIGAN 48397-5000		DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD						
HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: NORDAUNV@TACOM.ARMY.MIL		WARREN, MI 48397-5	PAS NONE	A DP PT	' HQ0337			
8. Name And Address Of Contractor (No., Stre	et, City, County, State and			nt Of Solicitation I				
GM GDLS DEFENSE GROUP LLC, JOINT VE 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI. 48315	NTURE		9B. Dated (See	ttem 11)				
		X	10A. Modifica	tion Of Contract/C	Order No.			
TYPE BUSINESS: Large Business Perfo	rming in H C		DAAE07-00-D-	-M051/0019				
Code ¹ NLE2 Facility Code	I		10B. Dated (Se 2003MAR18	ee Item 13)				
	HIS ITEM ONLY APPLI	ES TO AMENDMENTS OF S	OLICITATION	IS				
The above numbered solicitation is amend is extended, is not extended. Offers must acknowledge receipt of this ame (a) By completing items 8 and 15, and return offer submitted; or (c) By separate letter or ACKNOWLEDGMENT TO BE RECEIVED SPECIFIED MAY RESULT IN REJECTION change may be made by telegram or letter, propening hour and date specified. 12. Accounting And Appropriation Data (If reach ACRN: AA NET INCREASE: \$200,000.000.000.000.000.000.000.000.000.	endment prior to the hour aing copies of telegram which includes a DAT THE PLACE DESIGN OF YOUR OFFER. If provided each telegram or quired) ITEM ONLY APPLIES T It Modifies The Contraint To: A. Er Is Modified To Reflect The Authority of FAR 43.14 ered Into Pursuant To Au	and date specified in the solicit of the amendments: (b) By ack reference to the solicitation as GNATED FOR THE RECEIP by virtue of this amendment y letter makes reference to the second of the secon	tation or as ame mowledging reco nd amendment r r OF OFFERS l ou desire to char colicitation and t entermined to the color of of the color of the co	ended by one of the eipt of this ame ndi numbers. FAILUR PRIOR TO THE H nge an offer alread his amendment, an DERS manges Set Forth In in paying office, ap	ment on each copy of the E OF YOUR IOUR AND DATE ly submitted, such and is received prior to the in Item 14 Are Made In			
					0.00			
E. IMPORTANT: Contractor is not, 14. Description Of Amendment/Modification (is required to sign	this document and return headings, including solicitation		copies to the Issuir ect matter where fo	<u> </u>			
SEE SECOND PAGE FOR DESCRIPTION								
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.								
15A. Name And Title Of Signer (Type or print)		KENNETH F. CUMMIN	16A. Name And Title Of Contracting Officer (Type or print) KENNETH F. CUMMINGS CUMMINGK@TACOM.ARMY.MIL (586)753-2088					
15B. Contractor/Offeror	15C. Date Signed	16B. United States Of			16C. Date Signed			
	_	By	/SIGNED/	2.00	2004JUL02			
(Signature of person authorized to sign)		(Signature	of Contracting (Officer)				

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-00-D-M051/0019

MOD/AMD 32

Page 2 of 9

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: STRYKER ARMORED VEHICLES

- 1. This Modification 32 to Delivery Order 0019 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
- 2. The contractor submitted a Not-To-Exceed (NTE) proposal, dated 30 June 2004, for the application of the set of two (2) holes (for pins) and the set of four (4) threaded holes (for screws) to the Recoil Mortar System (RMS) on first thirty-seven (37) Mortar Carrier Version B vehicles to be delivered under this delivery order.
- 3. In accordance with FAR Clause 52.243-1, entitled, "Changes Fixed Price", this modification requires the contractor to install 3 Boresight kits as Government Furnished Material and procure and install 34 boresight kits to the RMS on the first 37 MCB Vehicles to be delivered under this delivery order prior to vehicle acceptance.
- 4. Government Furnished Information (GFI). The Government has provided a drawing entitled "Stryker Boresight", dated 24 June 2004, for
- 5. Government Furnished Material (GFM).
 - a. The Government will provide three (3) Mortar Carrier Crew Level Boresight kits consisting of:
 - 1) One (1) 14 inch by 13.28 inch, 3/8 inch thick, stainless steel plate;
 - 2) One (1) 1.75 inch x 1.75 inch by 9.4 inch stainless steel block;
 - 3) Six (6) 1/2 inch x 1 inch by 2 inch stainless steel dowel pin blocks;
 - 4) Assorted shims and machine screws for assembly. GFM does not include machine screws for installation.
 - b. The Government will provide two (2) "golden sets" of Gunner's quadrants.
- 6. The Contractor agrees to install the above hardware on the Mortar Carrier Version B Vehicles at a Not-to-Exceed (NTE) price of \$400,000. The Limitation of Government Liability is established at \$200,000.
- 7. As part of this modification,
- a. The contractor shall incorporate the IETM, and Paper 10 Technical Manual updates associated with this hardware change in accordance with CDRL A020.
 - b. The contractor shall update the provisioning and maintenance manuals.
 - c. The contractor shall modify/update the FIR and validate the procedures in advance of the Change Request (CR) Release.
- 8. The Government acknowledges this change to the RMS is in advance of the CR Release.
- 9. Inspection/Acceptance. The hardware installed during production shall be inspected and accepted at Origin.
- 10. The following clauses apply to this modification:

FAR 52.216-24 Limitation of Government Liability DFARS 252.217-7027 Contract Definitization

11. The definitive modification is planned to be on a Firm Fixed Price (FFP) basis with the following definitization schedule:

Projected Award Date: 30 June 2004
Proposal Receipt Date: 30 August 2004
Completion of Negotiation 29 October 2004
Modification Definitization: 22 November 2004

- 12. Section B CLIN 9001AA is revised to include this undefinitized action as "Change G".
- 13. As a result of this Modification 32, the total amount obligated to Delivery Order 0019 is increased by \$200,000. Except as specifically stated above, all other terms and conditions of Delivery Order 0019 remain unchanged and in full force and effect.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 3 of 9
CONTINUATION SHEET	PHN/SHN DAAE07-00-D-M051/0019 MOD/AMD 32	

Name of Offeror or Contractor: gm gdls defense group llc, joint venture

Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0019 MOD/AMD 32

Page 4 of 9

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
9001AA	SERVICES LINE ITEM	1	EA		\$ 466,905.00
	NOUN: NTE - VEHICLE CHANGES PRON: X13GX114X1 PRON AMD: 06 ACRN: AA AMS CD: 31107180008				
	CLIN revised by Modification 32.				
	(End of narrative B001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DLVR SCH PERF COMPL _REL CD QUANTITY DATE 001 1 31-DEC-2004				
	\$ 466,905.00				
	CONFIGURATION CHANGE A				
	Not to Exceed (NTE) for FSV C4ISR				
	This NTE represents the hardware and recurring labor costs associated with the Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) IBCT System Architecture (SA) from Version 1.1 to System Architecture (SA) Version 3.0 (Vehicle Diagrams Version 1.3) for the FSV.				
	This NTE unit price is applicable to the 14 FSVs under this Delivery Order 0019.	f			
	NTE Unit Price: \$888 per FSV				
	50% NTE Unit Price Obligation: \$444 per FSV				
	FSV C4ISR Total Obligation: \$6,216 for 14 FSVs				
	///////////////////////////////////////				
	CONFIGURATION CHANGE B				
	NTE for MEV C4ISR				
	This NTE represents the hardware and recurring labor costs associated with the Command, Control, Communications, Computers, Intelligence, Surveillance				

Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0019 MOD/AMD 32

Page 5 of 9

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	and Reconnaissance (C4ISR) IBCT System Architecture (SA) from Version 1.1 to System Architecture (SA) Version 3.0 (Vehicle Diagrams Version 1.3) for the MEV.				
	This NTE unit price is applicable to the 18 MEVs under this Delivery Order 0019.				
	NTE Unit Price: \$164 per MEV				
	50% NTE Unit Price Obligation: \$82 per MEV				
	MEV C4ISR Total Obligation: \$1,476 for 18 MEVs				
	///////////////////////////////////////				
	CONFIGURATION CHANGE C				
	NTE for the ICV Load List and Javelin Relocation				
	This NTE represents the hardware and recurring labor costs associated with the revised ICV load lists and the relocation of the two (2) Javelins and two (2) AT4 missiles from the exterior to the interior of the ICV.				
	This NTE unit price is applicable to the 134 ICVs under this Delivery Order 0019.				
	NTE Unit Price: \$2,324 per ICV				
	50% NTE Unit Price Obligation: \$1,162 per ICV				
	Load List Total Obligation: \$155,708 134 ICVs				
	///////////////////////////////////////				
	CONFIGURATION CHANGE D				
	NTE for the RV Load List				
	This NTE represents the hardware and recurring labor costs associated with the revised RV load list.				
	This NTE unit price is applicable to the 51 RVs under this Delivery Order 0019.				
	NTE Unit Price: \$4,059 per RV				
	50% NTE Unit Price Obligation: \$2,029.50 per RV				
	Load List Total Obligation: \$103,505 for 51 RVs				
	///////////////////////////////////////				

Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0019 MOD/AMD 32

Page 6 of 9

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CONFIGURATION CHANGE E - Deleted by Modification 02.				
	///////////////////////////////////////				
	CONFIGURATION CHANGE F - Deleted by Modification 02.				
	///////////////////////////////////////				
	///////////////////////////////////////				
	///////////////////////////////////////				
	CONFIGURATION CHANGE G				
	CHANGE G ADDED BY MODIFICATION 32.				
	NTE for the Recoil Mortar Sytem (RMS) on the Mortar Carrier Version B.				
	This NTE represents: a. The RMS hardware change b. recurring labor costs c. IETM and Paper 10 Manual Update d. Provisioning and Maintenance Manual Update e. Modified/updated FIR f. Validation of Procedures in advance of the Change Request (CR) Release. This NTE unit price is applicable to the 37 Mortar Carrier Version B Vehicles under this Delivery Order 0019.				
	NTE Unit Price: \$10,811 per vehicle				
	50% NTE Unit Price Obligation: \$5,405.50 per vehicle				
	Total Obligation: \$200,000 for 37 vehic	les			
	HARDWARE DELIVERY SCHEDULE:				
	15 31 October 2004 14 30 November 2004 5 31 December 2004	eptember 2004			
	(End of narrative F001)				

CONTINUATION SHEET			EET	I	Page 7 of 9				
					/SIIN DAAE07-00-D		1/0019 MOD/AMD 3	52	
Name	of Offeror or Contrac	tor: GM	GDLS DEFENSE	GROUP	LLC, JOINT VENTU	RE			
SECTION	G - CONTRACT ADMINI	STRATION	I DATA						
	PRON/								
INE	AMS CD/		OBLG STAT/				INCREASE/DECREASE		CUMULATIVE
TEM	MIPR	<u>ACRN</u>	JOB ORD NO		PRIOR AMOUNT		AMOUNT		AMOUNT
001AA	X13GX114X1	AA	1	\$	266,905.00	\$	200,000.00	\$	466,905.00
	31107180008		3GXP02						
	A13P30082RX1								
					NET CHANGE	\$	200,000.00		
ERVICE							ACCOUNTING		INCREASE/DECREASE
NAME	BY ACRN		OUNTING CLASS				STATION		AMOUNT
rmy	AA	21	32033000035	R5R07P	31107131E9 S2011	.3	W56HZV	\$.	200,000.0

NET CHANGE \$ 200,000.00

 PRIOR AMOUNT
 INCREASE/DECREASE
 CUMULATIVE

 OF AWARD
 AMOUNT
 OBLIG AMT

 NET CHANGE FOR AWARD:
 \$ 380,910,828.00
 \$ 200,000.00
 \$ 381,110,828.00

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-00-D-M051/0019

MOD/AMD 32

Page 8 of 9

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

SECTION I - CONTRACT CLAUSES

<u>Status Regulatory Cite</u> <u>Title</u> <u>Date</u>

I-1 CHANGED 52.216-24 LIMITATION OF GOVERNMENT LIABILITY

APR/1984

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding:

CLIN 9001AA Changes A-F: \$266,905 CLIN 9001AA Change G: \$200,000 CLIN 9001AB: \$20,000 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is:

CLIN 9001AA Changes A-F: \$266,905 CLIN 9001AA Change G: \$200,000

CLIN 9001AB: \$20,000 dollars.

(End of clause)

I-2 CHANGED 252.217-7027 CONTRACT DEFINITIZATION

OCT/1998

- (a) A firm fixed price adjustment is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a qualifying proposal and cost or pricing data supporting its proposal.
 - (b) The schedule for definitizing this contract action is as follows:

CLIN 9001AA Change G:

Target Date for Definitization: 22 November 2004

Submission of Proposal: 30 August 2004

Beginning of Negotiations: 27 September 2004

Submission of Make-or-Buy: N/A

Submission of Subcontracting Plan: N/A

Submission of Cost and Pricing Data: 25 August 2004

CLIN 9001AB:

Target Date for Definitization: 24 March 2004

Submission of Proposal: 15 March 2004

Beginning of Negotiations: 17 March 2004

Submission of Make-or-Buy: N/A

Submission of Subcontracting Plan: N/A

Submission of Cost and Pricing Data: 15 March 2004

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

CONTINUATION SHEET	Reference No. of Document Being	Page 9 of 9	
CONTINUATION SHEET	PIIN/SIIN DAAE07-00-D-M051/0019	MOD/AMD 32	

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

- (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-
- (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
 - (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
 - $\mbox{(iii)}$ Any other clauses, terms, and conditions mutually agreed upon.
- (2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action
- (d) The definitive contract resulting from this undefinitized contract action will include a negotiated price in no event to exceed:

CLIN 9001AA Changes A-F: \$266,905

CLIN 9001AA Change G: \$400,000

CLIN 9001AB: \$29,552.

[End of Clause]